October 27th 2021

To Mr Ross Vergopoulos

[r.vergopoulos@jdklegal.com.au](mailto:r.vergopoulos@jdklegal.com.au)

JDK Legal

1. I am writing to you to advise that my sought after section 19.1 additional causes of action lift the matter into a higher jurisdiction due to the quantum sought.
2. I am advising Burwood Court of this situation and that it is improper to file a motion seeking leave to proceed where it would be rejected at the registry due to the quantum sought being above the upper limit of the general division of the Local Court. As I understand it the Local Court registry cannot assure my being able to file in a higher Court for only the cost of a motion. The higher Court would require payment of its own filing fee and so the filing of the motion would be pointless due to my new quantum arising from my new causes of action putting the matter in a higher court, and presumably the defendants would not want that.
3. This is avoidable if we can come to an agreement and save further costs.
4. In the March 8th proceedings I gave your client an opportunity to pay me the $27,500 less the $3,450 paid back plus the accruing Deed interest money outstanding and your client chose not to do so. I also gave your client on that day an opportunity to simply come up with some authentic enquiry leads prior to the close of the contract on April 30th. Again your clients chose not to do a whip around and find friends, relatives, neighbours, site attendees who most presumably had debts, loans or mortgages outstanding who would like them paid out for only 15% or 25% of the outstanding balance. This refusal to provide any net benefit to me in the three remaining months of the contract to April 30th 2021 proved beyond reasonable doubt that your clients were not ever genuine in their intentions. It was open to your clients, if they were bona fide and concerned that there might be adverse evidence that their facility they were approaching settlement creditors about yielded no real genuine leads (apart from their ringer), to extend the contract by a further one or two years but this they elected not to do as there was no point – no body but the ringer rings with a partial refund.
5. To drive that point home of practicality home, I now extend to your clients my preferred settlement option which is a Calderbank opportunity to extend the contract for a further five years for all fourteen sites so that I can get what I bargained for and was denied. If you agree then I will desist filing in the higher jurisdiction with the additional causes of action that I would be entitled to under UCPR section 19.1, which motion would be rejected at the registry due to being above the upper limit and containing at least two causes of action which cannot be ventilated in the Local Court.
6. I must mention that if I were to desist from filing in the higher jurisdiction, I would insist that your clients take down all the offensive and misleading entries that it, or a party associated with it, reportedly placed on roadside billboards and on the internet xxx using the $27,500 which I paid in good faith, which money did not go to advertising, as admitted by your client’s admission that no GST was ever paid by it due to it not being due of it.
7. Once the admitted roadside billboards and the internet entries listed below, funded from my $27,500, are taken down and there is a good will agreement to extend the time of the advertising by five xxx years then I will desist from filing in the higher jurisdiction, as long as my ad is running on all fourteen+ sites. Evidence that they are running will be shown by my this time receiving a reasonable number of enquiries from each site as I always personally and assiduously monitor all calls and determine their source.
8. If the adverse and known to be misleading paid for publicity is not taken down I will seek a Court Order as part of my new case that they be removed and seek additional damages for their having been put up malevolently with the money I paid you, which you allocated elsewhere so as to put up such defamatory publicity - which was the reason you came and stole my money by way of a non performed contract out of the blue, being outrageously to defame me with my own money. Such an action against me to deny me access to recover my court ordered, guaranteed negotiable moneys would also invite a universal ‘idepaige’ lien to be taken over all your clients’ assets, wherever they are, whatever they are, if any.
9. Your refusal to take up the contract extension offer will be presented to the Court that at no time have you acted in good faith and your clients’ intention in approaching me and getting money off me in a hoax was to steal money off me and commit torts to the benefit of your clients’ clients in seeking to protect the practice of recovering settlement moneys paid to children and recovered after 24 years and later by way of ever continuing scams, such as your client’s.
10. If I have to be doing additional work besides this letter then my published charge out rate as an investor by an Order of the Supreme Court is to be found at [scwl.org/attendance.html](http://scwl.org/attendance.html).
11. The misleading, tendentious, partisan and insinuatingly defamatory internet entries, created to assist your client’s instructing principal, which are to be taken down within seven days are to be found at:

1) <https://asic.gov.au/about-asic/news-centre/find-a-media-release/2020-releases/20-243mr-asic-succeeds-in-obtaining-orders-against-debt-wipeout/>

2) <https://9now.nine.com.au/a-current-affair/selfproclaimed-messiah-david-accused-of-preying-on-flock-with-debt-wiping-scheme-by-authorities/5bc0125b-6550-479b-b6cc-baf81856bc4d>

3) <https://www.dailytelegraph.com.au/subscribe/news/1/?sourceCode=DTWEB_WRE170_a_GGL&dest=https%3A%2F%2Fwww.dailytelegraph.com.au%2Fnews%2Fnsw%2Ffederal-court-shuts-down-david-gregory-murphys-debt-wipeout%2Fnews-story%2F556b37bec90593366d1e047dd7ae2385&memtype=anonymous&mode=premium&v21=dynamic-cold-control-noscore&V21spcbehaviour=append>

4) <https://www.youtube.com/watch?v=w9Epcfla2Bo>

5) <https://www.facebook.com/ACurrentAffair9/videos/self-proclaimed-messiah-david-claims-he-can-fix-his-customers-life-problems-for-/414688749531100/>

6) <https://www.reddit.com/r/AusFinance/comments/ejpe6h/debt_wipeout_billboards_appearing_in_sydney_any/>

7) <https://www.moneymanagement.com.au/news/financial-planning/asic-obtains-orders-against-fraudulent-debt-relief-company>

and are resoundingly rebutted in my new website which is [aussiebailout.org](http://aussiebailout.org/).

1. Attached are the two 15 second video ads which I supplied, neither of which were ever shown.

Yours Sincerely

Dr David Murphy

Plaintiff